



**HQ UNITED STATES AIR FORCE ACADEMY
Supplement 1**

7 DECEMBER 00
Certified Current on 2 February 2012
Contracting

**NONAPPROPRIATED FUND (NAF)
CONTRACTING PROCEDURES**

COMPLIANCE WITH THIS PUBLICATION IS MANDATORY

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Pages: 16
Distribution: F

AFMAN 64-302, 3 November 2000, is supplemented, with the approval of the Air Staff Offices of Primary Responsibility, as follows:

6.1. The following mandatory clauses are required by DoDI 4105.67, *Nonappropriated Fund Procurement Policy*, October 2, 1981, in all Air Force Academy Athletic Association (AFAAA) NAF contracts:

6.1.1. (Added) *Disputes (USAFA FEB 2000)* - Except as otherwise provided in this contract, any dispute or claim concerning this contract that is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision, in writing, and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. (See **Attachment 4 (Added)** through **Attachment 6 (Added)** for contracts.)

6.1.2. (Added) *Legal Status (USAFA FEB 2000)* - The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

6.1.3. (Added) *Examination of Records (USAFA FEB 2000)* – a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the AFAAA Athletic Director, or a duly authorized representative, shall have the right to examine and audit the books and records of the Contractor directly pertaining to this contract during the period of the contract and until the expiration of 3 years after the final payment under the contract. b. The Contractor agrees to include the clause in “a” above in all subcontracts hereunder which exceed \$10,000.

6.1.4. (Added) *Termination (USAFA FEB 2000)* – The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the AFAAA; e.g., the liquidation of

the AFAAA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the AFAAA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2. The rights and remedies of the AFAAA in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.5. (Added) *Termination for Cause* - In the event this contract is terminated in whole or in part for cause, the Contracting Officer may acquire goods or services similar to those affected by the termination from another source and the Contractor will be liable for any excess costs incurred by the AFAAA in doing so.

6.1.6. (Added) *Equal Opportunity Clause* - Federal Acquisition Regulation 52.222-26. The current clause at the time of contact award is to be used.

6.1.7. All other clauses included in the attachments or otherwise added are subject to negotiation between the parties, and changes must be reviewed, prior to award, for legal sufficiency and consistency with law and regulation.

7.2.3.1. (Added) Distribution of Contract. Distribution of all contracts listed in this supplement will be as follows: Original to the Servicing Contracting Office, one copy will be forwarded to each of the following: NAF Contracting Office, NAF Accounting Office, NAFI (Athletic Department), and Contractor.

11.15. (Added) Air Force Academy Athletic Association (AFAAA). The AFAAA is a NAFI authorized and established for the purpose of providing supplemental support to the USAF Academy's Athletic Program. The AFAAA is under the direct control of the USAFA Superintendent who has authority, as the head of the Contracting Activity, to establish contracting activities and delegate broad authority to manage the AFAAA's contracting functions to heads of USAFA NAF contracting activities and the USAFA's Servicing Contracting Office (SCO).

11.15.1. (Added) Pursuant to the authority in paragraph **11.15. (Added)**, the USAFA Superintendent has determined that all AFAAA contracts listed in paragraphs **11.15.1.1. (Added) – 11.15.1.3. (Added)** shall be entered into and signed on behalf of the AFAAA only by contracting officers from the USAFA SCO. These contracts may be entered into noncompetitively. The Contracting Officer is responsible for ensuring fair and reasonable consideration for each party. The Contracting Officer that issued the contract or his or her successor will make all modifications or amendments to those agreements.

11.15.1.1. (Added) AFAAA individual service contracts, such as with coaches, assistant coaches, and AFAAA support personnel.

11.15.1.2. (Added) Partnership Agreements. These are defined as a negotiated arrangement between the AFAAA and another entity for an exchange of funds, goods or services as part of the AFAAA's nonappropriated fund support activities.

11.15.1.3. (Added) AFAAA Athletic Contest Agreements.

11.15.2. (Added) Since intercollegiate sports programs have an established set of customs and practices regarding contract negotiations and commitments, it is understood that Athletic Department personnel will actively assist in recruiting, establishing game schedules, and establishing partnership arrangements.

11.15.3. (Added) The USAFA retains oversight responsibility for all contracting actions listed within this supplement and conducted by or on the behalf of the AFAAA. The oversight responsibility requires, at a minimum, the following:

11.15.3.1. (Added) The establishment of Athletic Department (AH) Operating Instructions that address specific contracting procedures that streamline negotiation, award, and administration of contracting operations to ensure timely and efficient service for the AFAAA;

11.15.3.2. (Added) The audit of AFAAA contract files for compliance with NAF contracting policies and procedures;

11.15.3.3. (Added) The coordination of NAF contracting policy issues with the Air Force Nonappropriated Fund Purchasing Office (AFNAFPO); and

11.15.3.4. (Added) The training of AFAAA personnel so they have a full understanding of NAF contracting procedures as they relate to their contract or job responsibilities.

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION***Abbreviations and Acronyms*

AFAAA—Air Force Academy Athletic Association

NCAA—National Collegiate Athletics Association

Attachment 4 (Added)

AIR FORCE ACADEMY ATHLETIC ASSOCIATION
ATHLETIC CONTEST AGREEMENT

CONTRACT NO.: _____

THIS AGREEMENT is entered into as of the ____ day of _____, _____, by and between the United States Air Force Academy Athletic Association (hereinafter referred to as the "AFAAA"), a nonappropriated fund instrumentality (NAFI) of the U.S. Government, and _____ (hereinafter referred to as the "Institution.")

1. *Legal Status (USFA FEB 2000)*: The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.

2. *Team Play*: The parties hereto agree that their respective _____ teams shall compete under the following terms and conditions:

DAY	DATE	TIME	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____

3. *Rules and Regulations*: The contests(s) shall be governed by applicable National Collegiate Athletics Association (NCAA) legislation and playing rules, and by the rules of the host institution's Conference. The athletics eligibility of each team's student-athletes shall be governed by the rules and regulations of the represented institutions, of the institutions' athletics conferences, and by the NCAA.

4. *Officials*: The officials for said contest(s) shall be agreed upon by the represented institutions, and the expenses for said officials shall be paid by the home institution.

5. *Complimentary Tickets*: The visiting institution shall be allowed _____ complimentary tickets to the aforementioned contest(s).

6. *Visiting Team Travel*: The visiting team shall make all of its own travel arrangements and pay all associated expenses.

7. *Cancellation/Forfeiture*: In the event that an institution shall cancel or fail to appear for the contests specified in this Agreement, the party so canceling or failing to appear, shall reimburse the other institution for cost and/or losses incurred as a direct result of the cancellation/forfeiture, unless such cancellation/forfeiture is due to an act of God or other event or condition beyond the control of the institution.

8. *Disputes (USFA FEB 2000)*: Except as otherwise provided in this contract, any dispute or claim concerning this contract that is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision, in writing, and mail or otherwise furnish a copy of it to the Institution. Within 90 days from the date of receipt of such copy, the Institution may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and con-

clusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive.

9. *Examination of Records (USAFA FEB 2000)*: a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Institution agrees that the AFAAA Athletic Director or his duly authorized representative shall have the right to examine and audit the books and records of the Institution directly pertaining to the contract during the period of the contract and until the expiration of 3 years after the final payment under the contract. b. The Institution agrees to include the clause in "a" above in all subcontracts hereunder which exceed \$10,000.
10. *Termination (USAFA FEB 2000)*: The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the AFAAA. If this contract is for supplies and is so terminated, the Institution shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the AFAAA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Institution claims covering nonrecurring costs for capital investment. If there are any such Institution claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2. The rights and remedies of the AFAAA in this clause are in addition to any other rights and remedies provided by law or under this contract.
11. *Termination for Cause* - In the event this contract is terminated in whole or in part for cause, the Contracting Officer may acquire goods or services similar to those affected by the termination from another source and the Contractor will be liable for any excess costs incurred by the AFAAA in doing so
12. *Equal Opportunity (USAFA FEB 2000)*: The Equal Opportunity Clause found in Federal Acquisition Regulation 52.222-26 is incorporated by reference into this contract and has full force and effect.
13. *Radio Rights*: With the consent of the home institution, the visiting team may designate one (1) radio station for broadcast to its home listening area with rights fees being waived. All other radio rights fees are property of the home institution.
14. *Television Rights*: With the exception of existing Conference television agreements (ESPN, regional and local), television rights are the property of the home institution. For telecasts not governed by a Conference agreement, the visiting team may designate one (1) television entity for telecast to its home viewing area with all rights fees being waived. In the sports of football and men's basketball, all national and regional television windows must be observed.
15. *Event Management*: All aspects of event management, including, but not limited to, providing security for participants and spectators, qualified event staff and managers, and adequate facility preparation is the responsibility of the home institution.
16. *Game Guarantees*:
 - a. AFAAA shall pay _____ the sum of \$ _____ () as a guarantee for competing in said contests.
 - b. Return game in _____, _____ shall pay the AFAAA the sum of \$ _____ (written amount as well) as a guarantee.

17. *Execution of This Agreement:* This Agreement is binding on the AFAAA when signed by the Government's Contracting Officer.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

INSTITUTION: U. S. Air Force Academy INSTITUTION: (Name of Institution)

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

Approved by Government Contracting Officer

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

PLEASE RETURN A SIGNED COPY OF THIS AGREEMENT TO:

NOTE: Any substantive change to this contract format requires approval of the Air Force Nonappropriated Fund Purchasing Office (AFNAFPO)

Attachment 5 (Added)

AIR FORCE ACADEMY ATHLETIC ASSOCIATION
PARTNERSHIP AGREEMENT
CONTRACT NO.: _____

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the U.S. Air Force Academy Athletic Association, (hereinafter referred to as the “AFAAA”), a non-appropriated fund instrumentality (NAFI) of the U.S. Government, and _____ (hereinafter referred to as “Contractor.”)

WHEREAS, the AFAAA is a NAFI under the direct supervision and control of the Superintendent of the United States Air Force Academy (USAFA); and

WHEREAS, the Contractor desires to support the AFAAA’s objective to provide supplemental support to the USAFA athletic program;

NOW, THEREFORE, in consideration of these premises, as well as the mutual obligations herein made and undertaken, the parties, intending to be legally bound, hereby covenant and agree as follows:

1. * *Description of Agreement:* This Agreement is for the mutual obligations addressed in paragraphs 2 and 3 below and is for a basic year of 12 months with four 12-month option periods. The AFAAA may, at its discretion and with the concurrence of the Contracting Officer, exercise an option period by sending notice of its intent to renew any time prior to the anniversary date of the Agreement.
2. *General Terms and Conditions:* The General Terms and Conditions that govern this Agreement are set forth as Appendix A.
3. *Special Terms and Conditions:* The Special Terms and Conditions that govern this Agreement are found in Appendix B.
4. *Execution of This Agreement:* This Agreement is binding on the AFAAA when signed by the Government's Contracting Officer.
5. *Order of Precedence:* The terms and conditions stated above and the General Terms and Conditions set forth in Appendix A shall prevail should there be any conflict between them and any information contained in the attachments/supplements to this Agreement.
6. *Entire Agreement:* The foregoing paragraphs and references contain the entire agreement between the Parties and supersedes any previous understandings, commitments, or agreements (oral or written) with respect to mutual obligations set forth above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

Air Force Academy Athletic Association
USAFAs, Colorado 80840

Contractor

(Name of AFAAA Representative)

(Name of Contractor)

Address

Address

Telephone Number

Telephone Number

Date

Date

Approved By Government Contracting Officer

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

*Sample wording. Modify to fit specifics of each agreement.

NOTE: Any substantive change to this Partnership Agreement format requires approval of the Air Force Nonappropriated Fund Purchasing Office (AFNAFPO).

Appendix A**General Terms and Conditions**

1. *Disputes (USAFA FEB 2000)* - Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision, in writing, and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive.
2. *Law Governing Contract (USAFA FEB 2000)* - In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined in accordance with the substantive laws of the United States of America.
3. *Legal Status (USAFA FEB 2000)* - The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.
4. *Examination of Records (USAFA FEB 2000)* – a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer, AFAAA Athletic Director, or his duly authorized representative shall have the right to examine and audit the books and records of the Contractor that directly pertain to this contract during the period of the contract and until the expiration of 3 years after the final payment under the contract. b. The Contractor agrees to include the clause in “a” above in all subcontracts hereunder which exceed \$10,000.
5. *Assignment (USAFA FEB 2000)* - No assignment by the Contractor assigning its rights or delegating its obligations under this contract will be effective and binding on the AFAAA until the written terms of the assignment have been approved, in writing, by the Contracting Officer.
6. *Termination (USAFA FEB 2000)* – The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the AFAAA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract’s date. To the extent that this contract is for services and is so terminated, the AFAAA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2. The rights and remedies of the AFAAA in this clause are in addition to any other rights and remedies provided by law or under this contract.
7. *Termination for Cause* - In the event this contract is terminated in whole or in part for cause, the Contracting Officer may acquire goods or services similar to those affected by the termination from another source and the Contractor will be liable for any excess costs incurred by the AFAAA in doing so
8. *Hold and Save Harmless (USAFA FEB 2000)* - The Contractor shall indemnify, save harmless, and defend the AFAAA, its outlets and customers, from any liability claimed or established for violation or infringement of any patent, copyright, or trademark right asserted by any third party

with respect to goods hereby ordered or any part thereof. The Contractor further agrees to hold the AFAAA harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by, or resulting from negligence of AFAAA customers, employees, agents, or representatives. Also, the Contractor shall at all times hold and save harmless the AFAAA, its agents, representatives, and employees from any and all suits, claims, charges, and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

9. *Modifications (USAF FEB 2000)* - No agreement or understanding to modify this contract will be binding upon the AFAAA unless made, in writing, and signed by the Contracting Officer.
10. *Advertisements (USAF FEB 2000)* - The Contractor agrees that none of its advertisements, nor its agent's advertisements, to include publications, merchandise, promotions, coupons, sweepstakes, contest, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted, or indorsed by the AFAAA. Any advertisement which refers to the AFAAA will contain a statement that the advertisement is neither paid for, nor sponsored in whole or in part, by the federal government.
11. *Equal Opportunity* - The Equal Opportunity Clause found in Federal Acquisition Regulation 52.222-26 is incorporated by reference into this contract and has full force and effect.

NOTE: *The following clauses are optional and, subject to contracting officer and legal review, may be modified by the contracting officer: Law Governing Contract; Assignment; Hold and Save Harmless; Modifications; and Advertisements.*

Appendix B

Special Terms and Conditions

1. *Contractor Obligation:* The Contractor agrees to provide the following to the AFAAA for the basic year of this Agreement and each subsequent year that an option for this Agreement is exercised by the AFAAA.

2. *AFAAA Obligation:* In exchange for the Contractor's support, the AFAAA will provide the Contractor with the following for the basic year of this Agreement and each subsequent year that it exercises an option for this Agreement.

Attachment 6 (Added)

**AIR FORCE ACADEMY ATHLETIC ASSOCIATION
COACHING AND/OR SUPPORT PERSONNEL AGREEMENT**

CONTRACT NO.: _____

THIS CONTRACT, made and entered into by and between the Air Force Academy Athletic Association, U.S. Air Force Academy, Colorado 80840-9500, (a nonappropriated fund instrumentality (NAFI), of the U.S. Government, hereafter referred to as the "AFAAA") and _____ (hereafter called the Contractor) shall commence on _____ and terminate on _____.

WITNESS that:

WHEREAS the parties hereto desire to contract for (*Position*), as more particularly described in Appendix A.

NOW THEREFORE, in consideration of mutual covenants and agreements between the parties hereto, it is agreed as follows:

1. *Performance of Service:* The Contractor agrees to perform services at prices set forth in Appendix A. The AFAAA will not be liable for any costs incurred by the Contractor other than those specified in Appendix A.
2. *Payments:* In consideration for the services to be rendered, the AFAAA agrees to pay the Contractor the amount specified in Appendix A. The rate to be paid the Contractor under the terms of this contract shall not exceed the amount stipulated in Appendix A, unless otherwise specified by a modification or addendum to this contract. This contract is solely the obligation of the AFAAA and the Contractor and is not an obligation of appropriated funds of the U.S. Government. When authorized by the AFAAA, the Contractor will be paid per diem at the Government rate for each day the Contractor is in travel status and such other travel expenses as may be approved by the AFAAA.
3. *No Employer-Employee Relationship:* It is understood that this contract does not create an employer/employee relationship and, as such, the Contractor is not subject to Air Force nonappropriated fund (NAF) rules, regulations, and policies governing NAF employment.
4. *Licenses, Taxes, Permits, and Fees:* The Contractor is fully cognizant that this is a contract for individual/professional services and that an employer-employee relationship does not exist between the Contractor and the AFAAA. Therefore, it is the Contractor's responsibility to obtain, at his or her own expense, all licenses and permits and to pay taxes and fees as may be required of the Contractor by the federal, state, and local governments in the execution of this contract.
5. *Hold and Save Harmless:* The Contractor agrees to indemnify, save harmless, and defend the AFAAA from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to the property of, and injuries to or death of any and all persons or entities (including AFAAA) whatsoever, in any manner caused, or contributed to by the negligence of or intentional acts of the Contractor, his or her agents, servants or employees.

6. *Obligation on the Part of the Contractor*: During the term of the contract, the Contractor shall ensure that his or her contract obligations are completed in full without interference from commitments to organizations other than the AFAAA.
7. *Information Security*: The Contractor agrees that any information received in the course of this contract concerning the business or activities of the AFAAA shall be kept in the strictest confidence for the sole benefit of the AFAAA. In the absence of authority from the AFAAA, the Contractor will not divulge or publish such information either during or subsequent to the contract.
8. *Termination (USAF FEB 2000)*: The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the AFAAA; e.g.; the liquidation of the AFAAA. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with FAR, Sub Parts 49.1 and 49.2 in effect on this contract's date. To the extent that this contract is for services and is so terminated, the AFAAA shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering nonrecurring costs for capital investment. If there are any such Contractor claims, they shall be settled in accordance with FAR, Sub Parts 49.1 and 49.2. The rights and remedies of the AFAAA in this clause are in addition to any other rights and remedies provided by law or under this contract.
9. *Legal Status (USAF FEB 2000)*: The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States.
10. *Termination by Mutual Agreement*: This contract may be terminated by either party upon mutually agreed terms. Additionally, unless compelling circumstances are present, AFAAA will not agree to less than 60 days notice of termination. Unless otherwise stated in any termination agreement, termination will be without prejudice to any cause of action which either party may have arising out of breach of this contract occurring prior to such termination. Unless otherwise stated in any termination agreement, payments and benefits under the contract will be prorated as of the date of termination, and all parties shall be relieved of any further obligations. If the Contractor vacates this position without giving notice of termination and, therefore, without agreement by AFAAA to termination terms, the Contractor hereby agrees to any reasonable termination terms that AFAAA may impose.
11. *Termination for Cause* - In the event this contract is terminated in whole or in part for cause, the Contracting Officer may acquire goods or services similar to those affected by the termination from another source and the Contractor will be liable for any excess costs incurred by the AFAAA in doing so
12. *Disputes (USAF FEB 2000)*: Except as otherwise provided in this contract, any dispute or claim concerning this contract that is not disposed of by agreement shall be decided by the Contracting Officer who shall issue a decision, in writing, and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Armed Services Board of Contract Appeals, and the decision of the Board shall be final and conclusive; provided that if no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive.

13. *Examination of Records (USAFA FEB 2000)*: a. This clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by means of negotiation. The Contractor agrees that the Contracting Officer, AFAAA Athletic Director or his or her duly authorized representative shall have the right to examine and audit the books and records of the Contractor that directly pertain to this contract during the period of the contract and until the expiration of 3 years after the final payment under the contract. b. The Contractor agrees to include the clause in "a" above in all subcontracts hereunder which exceed \$10,000.
14. *Equal Opportunity (USAFA FEB 2000)*: The Equal Opportunity Clause found in Federal Acquisition Regulation 52.222-26 is incorporated by reference into this contract and has full force and effect.
15. *Compliance with Rules & Regulations*: The Contractor agrees to fully comply with all applicable rules established by the National Collegiate Athletic Association (NCAA). Additionally, the Contractor, unless specified by written authorization, shall not act as an agent of the AFAAA nor have authority to bind the AFAAA on any contract for procurement of equipment, supplies, or services, nor any authority to obligate the AFAAA, its funds, officers, or members on any matter with any person. Unauthorized representation of authority by the Contractor causing third parties to rely thereon shall be, if obligation results, solely the obligation of the Contractor in his or her individual capacity and not the obligation of the AFAAA.
16. *Athletically Related Income*: The Contractor shall not engage in any athletically related income producing activities and/or receive athletically related benefits from sources outside the AFAAA without the prior written approval of the Superintendent. Approval by the AFAAA will normally not be withheld except for reasons of propriety or probably adverse publicity which might unfavorably reflect directly or indirectly upon the AFAAA or the USAF. Prior written approval will be obtained for the following types of benefits/income:
 - a. Income from annuities;
 - b. Sports camps;
 - c. Housing benefits (including preferential housing arrangements);
 - d. Country club memberships;
 - e. Complimentary ticket sales;
 - f. Television and radio programs;
 - g. Endorsement or consultation contracts with athletic shoe, apparel or equipment manufacturers; and,
 - h. Other athletically related income/benefits.
17. * *Expense Accounts*: In addition to the payment for services specified in Appendix A, The Contractor is authorized an expense account of \$_____per month. Authorized expenditures include those for_____. The Contractor will pay all authorized expense account charges and be reimbursed upon submission of a signed request for reimbursement which identifies the purpose and amount of each expenditure with supporting documentation. The Contractor will not be reimbursed for unauthorized expenditures or expenditures in excess of the dollar amount of the expense account specified above.

18. *Inspection and Acceptance:* The AFAAA is responsible for performing inspection and acceptance of services rendered, including inspection of any records maintained by the Contractor in performing the required work.
19. *Changes or Additions:* Any changes or additions to this contract shall be mutually agreed upon by the Contractor and the Contracting Officer.
20. *Approval of Contract:* This contract shall become effective when signed by the Contracting Officer and the Contractor.
21. *Contractual Contents.* This contract consists of the following documents:
 - a. Contract (Including Signature Page and Privacy Act Statement)
 - b. Appendix A (Schedule of Services & Payment)
 - c. Appendix B (Falcon Wheel Club)

*Optional. Use where contractor is provided an expense account.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

Signature, AFAAA Representative

Signature, Contractor

Name

Name and Social Security Number

Address

Address

Phone Number

Phone Number

Date:

Date:

Approved by Government Contracting Officer:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

PRIVACY ACT STATEMENT

E.O. 9397 authorizes the solicitation and use of the SSAN. 10 U.S.C. 8013, Secretary of the Air Force. Principal purposes are identifying and locating the contractor, processing IRS Forms 1099, issuing international travel orders, obtaining clearances for Air Mobility Command (AMC) flights, and obtaining foreign clearances. Information furnished may be disclosed to other federal, state, and local government agencies in the pursuit of their official duties. It also may be used for other lawful purposes, including law enforcement or litigation. Disclosure is voluntary. If the information requested is not provided, the contract will not be executed.

NOTE: Any substantive change to this contract format requires approval by AFNAFPO.

RANDALL SPETMAN, Col, USAF
Director of Athletics